

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

JILL SIKKELEE, Individually and
as Personal Representative of the
ESTATE OF DAVID SIKKELEE,
deceased,

Plaintiff

v.

PRECISION AIRMOTIVE
CORPORATION, et al.,

Defendants

Case No. 4:07-cv-00886

(Judge Jones)

COMPLAINT FILED:

May 16, 2007

STIPULATION OF DISMISSAL OF DEFENDANT TEXTRON INC. ONLY

WHEREAS defendants AVCO Corporation and its Lycoming Engines Division, without admitting liability, stipulate that they are the proper party/parties for all claims made against “the Textron defendants” by plaintiff in this litigation; and

WHEREAS defendants AVCO Corporation and its Lycoming Engines Division maintain/maintains sufficient liability insurance applicable to the claims

and allegations raised in plaintiff's complaint and amended complaint in accordance with the terms and conditions of said policy, including coverage limits, and there are no known policy defenses; and

IT IS HEREBY STIPULATED, CONSENTED TO AND AGREED by and between undersigned counsel and parties that defendants AVCO Corporation and its Lycoming Engines Division, without admitting liability, is/are the proper party to respond to all allegations set forth in plaintiff's complaint and amended complaint herein; and

IT IS FURTHER STIPULATED, CONSENTED TO, AND AGREED by and between undersigned counsel and parties that defendants AVCO Corporation and its Lycoming Engines Division, without admitting liability, maintains/maintain sufficient liability insurance applicable to the claims and allegations raised in plaintiff's amended complaint in accordance with the terms and conditions of said policy including coverage limits, and there are no known policy defenses; and

IT IS FURTHER STIPULATED, CONSENTED TO, AND AGREED by and between undersigned counsel and the parties, that plaintiff, Jill Sikkelee, Individually and as Personal Representative of the Estate of David Sikkelee, deceased, hereby dismisses defendant Textron Inc. ONLY from this litigation with prejudice and without costs to any party; and

IT IS FURTHER STIPULATED, CONSENTED TO, AND AGREED by and between undersigned counsel and parties that each signatory to this Stipulation of Dismissal has the requisite authority to execute this Stipulation and further that the undersigned counsel has the authority to bind, and by virtue of this Stipulation, do bind their respective clients.

Dated: November 1, 2010

By: John D. McClune by cbs
John D. McClune w/ permission
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Corporation, on behalf of its
Lycoming Engines Division,
and Textron Inc.


SO ORDERED THIS _____ DAY OF _____,
2010.

BY THE COURT:

J.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that, on November 1, 2010, a true and correct copy of the foregoing **Stipulation of Dismissal of Defendant Textron Inc. Only** was served by electronic means, upon all counsel of record through the Court's ECF system.


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